

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 24 January, 2001,
pursuant to the provisions of Arizona Revised Statutes Section 11-951 through 11-954, as
amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION, (the "State"), and YUMA COUNTY, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO 24436
Filed with the Secretary of State
Date Filed: 01/24/2001

Petrey Bayless
Secretary of State

By Vicky D. Graenewald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE)

7. The work embraced by this agreement and the estimated cost is as follows: Old US-80 Guardrail Project.

Estimated Project Cost (incl. 15%CE cost)	\$1,236,750.00*
Federal Funds at 94.3%	\$1,166,255.00
Yuma County Funds @ 5.7%	\$ 70,495.00
Total Yuma County Funds	\$ 70,495.00

This includes a 5% surcharge on total project cost per Local Government Engineer memo dated 1 October 1991.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction, the County will and does hereby designate the State as authorized agent for the County. The State hereby agrees to be authorized agent for the County, and with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm on behalf of the County to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA on behalf of the County covering the work embraced in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur any expenditure in excess.

2. Prior to construction, the County shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the County shall provide maintenance unless assumed by another governmental entity.

7. The County will provide personnel to administer and supervise construction. All construction project change orders are to be copied to the State.

8. The County will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the County fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the County shall hold the State harmless from any claims or costs incurred by the State as a result of the County's failure to comply. The County shall be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demand upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma County
County Engineer
2703 South Avenue B
Yuma, AZ 85364

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

By 

CHAIRMAN
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By 

CATHERINE J. HEGEL
Contracts Administrator

ATTEST:

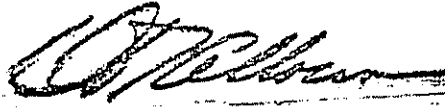
By 

WALLY HILL
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 22th day of November 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the design and construction of improvements to Old US-80 Guardrail.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

Yuma County
OFFICE OF THE
BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364

WALLY HILL
COUNTY ADMINISTRATOR



LENORE LORONA STUART
DISTRICT 1
LUCY SHIPP
DISTRICT 2
CASEY PROCHASKA
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
ROBERT "BOB" McLENDON
DISTRICT 5

STATE OF ARIZONA)

SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held January 02, 2001.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Intergovernmental Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the Old Highway 80 Safety Project, Avenue 20E to Avenue 52E"

In Witness Whereof I hereunto set my hand and
Affixed the Official Seal of the Board of
Supervisors. Done at Yuma, the County Seat this
2nd day of January, 2001

A handwritten signature in black ink, appearing to read "Tim Smith", is written over a horizontal line.

~~XXXXXX~~
Clerk of the Board of Supervisors
Tim Smith, Acting County Administrator

(520) 329-2104 Fax: (520) 329-2001 TTD: (520) 329-2104
*Yuma County Government is dedicated to providing customer-focused
services to enhance the health, safety, well-being and future of our entire community.*

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of December, 2000.

John J. Jute
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2308TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 19, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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